

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

CRICKET COMMUNICATIONS, INC.)
)
v.) NO. 3-13-1429
) JUDGE CAMPBELL
NOOR ENTERPRISES, et al.)

ORDER

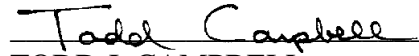
In the Preliminary Injunction entered in this case, the Court found that Defendants had breached the non-compete provision of the Dealer Agreement between the parties and ordered that Defendants be enjoined from competing with Plaintiff in violation of the Dealer Agreement for a period of six months following termination of the Agreement and for a radius of two miles from the three Noor Enterprises locations at issue. Docket No. 29.

The Court asked the parties to brief the issue of whether the Preliminary Injunction should be extended by the last sentence of paragraph 8(g) of the Dealer Agreement. That sentence provides: “If Dealer breaches this covenant [non-compete], then, in addition to any other legal or equitable remedy that Cricket may have, the post-termination period of this covenant will be extended for one (1) day for each day during which the Dealer’s breach was ongoing.”

The parties agree that the last sentence of paragraph 8(g) of the Dealer Agreement tolls the six month period therein. In addition, the parties have agreed that the Noor Enterprises stores were closed for one week following termination of the Dealer Agreement.

The parties do not agree, however, as to whether there has been compliance with the Court's Preliminary Injunction Order. Therefore, the Court cannot determine the date to which any tolling period should extend. Accordingly, this issue is reserved to be part of fashioning any remedy at trial.

IT IS SO ORDERED.


TODD J. CAMPBELL
UNITED STATES DISTRICT JUDGE